

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**



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Complainant,)	ECP
)	Case No. C.16-08-013
vs.)	
)	(Filed August 23, 2016)
San Diego Gas & Electric Company (U 902-E),)	
)	
Defendant.)	
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**ANSWER OF SAN DIEGO GAS & ELECTRIC COMPANY (U 902-E)
TO COMPLAINT OF MATTHEW J. KULMAN**

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DATE FILED: SEPTEMBER 26, 2016

Matthew J. Kuhlman

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Matthew J. Kuhlman,

Complainant,

VS.

San Diego Gas & Electric Company (U 902-E),

Defendant.

ECP

Case No. C.16-08-013

(Filed August 23, 2016)

**ANSWER OF SAN DIEGO GAS & ELECTRIC COMPANY (U 902-E)
TO COMPLAINT OF MATTHEW J. KUHLMAN**

In accordance with Rule 4.5 of the Rules of Practice and Procedure of the California Public Utilities Commission (“Commission”), San Diego Gas & Electric Company (“SDG&E”) hereby answers the Formal Complaint Case Number C.16-08-013 (“Complaint”) of Matthew J. Kuhlman (“Complainant”) filed by the Commission on behalf of the Complainant on August 23, 2016. Complainant seeks to have defendant, SDG&E, waive the outstanding balance of \$1349.50 (See Attachment 1 - Billing Statement dated March 24, 2016). On February 2, 2016, the Complainant paid SDG&E \$1,005 to restore service for an outstanding balance. As such, Complainant believes there should be a zero balance to his bill and the current charges should continue at a new rate as a result of a new meter.

It is the Complainant's belief that "SDG&E manipulated his bill, combined with an already faulty meter, in order to insure that the Complainant would be paying the same dollar

amount over time for SDG&E to re-coup what they had lost due Complainant's bankruptcy debt elimination."

As discussed in this Answer, SDG&E denies Complainant's allegations about a faulty meter and alleged manipulation and disagrees that SDG&E has not provided Complainant with a sufficient explanation regarding his outstanding balance. SDG&E has acted in accordance with its Electric Tariff Rule 18 ("Rule 18") by testing Complainant's meter for accuracy. The tests confirmed that Complainant's meter was accurate within the limits of Rule 18. Complainant provides no other factual bases to support his assertions. Therefore, Complainant fails to meet his burden of proof of showing that SDG&E has violated a tariff, law, order, or rule of the Commission. Accordingly, the Complaint should be dismissed.

I. INTRODUCTION AND PROCEDURAL HISTORY

On March 16, 2016, the CAB filed an informal complaint (File No. C-385337) on behalf of Complainant against SDG&E whereby Complainant is disputing the unpaid balance in the amount of \$1,349.19 from the address located at 4009 Ranchbrook Road, Fallbrook, CA 920128. The following is a chronological summary of various contacts SDG&E had with the Complainant:

- On April 2, 2014, SDG&E established electric service for Matthew Kuhlman for the property located at 4009 Ranchbrook Road, Fallbrook, CA 92028, Account No.90192276167.
- On April 8, 2014, SDG&E transferred an unpaid balance of \$410.68 from a previous address located at 2131 Avenida Del Diablo, Escondido ,Account No.3377223967, to the new Account No.90192276167.
- On November 20, 2014, SDG&E removed the CARE discount as a result of Complainant failing to re-certify according to the CARE guidelines.
- On February 2, 2015, Complainant requested his meter to be replaced. Complainant states he became concerned when an SDG&E Technician advised Complainant to request a meter replacement due to high electric usage.
- On February 2, 2015, electric meter #05302192 tested at 100.32% accuracy under a full load. On February 5, 2015 a new meter #5611733 was installed at the request of the Complainant.
- On September 10, 2015, SDG&E received Complainant's bankruptcy notification information.

- On September 10, 2015, SDG&E requested a security deposit in the amount of \$340. SDG&E established payment arrangements for 5 installments at approximately \$68.00 per month.
- On September 23, 2015, SDGE closed the Complainant's account in accordance with the bankruptcy notification. Consequently, as a result of the bankruptcy, the unpaid balance in the amount of \$1,908.23 was removed from the Complainant's account. This amount removed from the account included charges from April 2, 2014 through June 23, 2015 as well as an unpaid balance transfer from a former address in the amount of \$410.68.
- The first billing statement after the bankruptcy for service for the period of June 23, 2015 through August 20, 2015 was issued without the benefit of a Medical Baseline Program discount.

	Billing Period	Usage	Amount(\$)
Electric	Jun 23, 2015 - Jul 22, 2015	1,819 kWh	664.52
Electric	Jul 22, 2015 - Aug 20, 2015	2,179 kWh	817.23
Electric	Aug 20, 2015 - Sep 21, 2015	2,300 kWh	472.15

- On October 5, 2015, SDG&E applied a rebate billing to Complainant's account to reflect the Medical Baseline allowance adjustment. The correction resulted in reduced bills in the amount of \$667.71.

	Billing Period	Usage	Amount(\$)
Electric	Jun 23, 2015 - Jul 22, 2015	1,819 kWh	360.82
Electric	Jul 22, 2015 - Aug 20, 2015	2,179 kWh	453.22
Electric	Aug 20, 2015 - Sep 21, 2015	2,300 kWh	472.15

- On January 21, 2016, Complainant's current electric service was disconnected for non-payment.

- On January 29, 2016, the Complainant's service was restored after receipt of \$1,005.00 payment.
- On March 16, 2016, Complainant files an Informal Complaint with the California Public Utilities Commission (CPUC).
- On April 5, 2016, at the request of the Complainant, an Energy Technician performed a home energy analysis of the Complainant's home. The Technician's audit notes indicate the Complainant came from a previous home combined of gas and electric to his current home of all-electric. In the presence of the Complainant, the SDG&E Technician used an HAN device to demonstrate all the appliances that were currently in use. The Technician matched the usage up to the spikes and times on his Aclara charts. The Complainant agreed that the water heater spikes looked accurate. Moreover, the Technician showed the Complainant's very high overnight usage of the previous three months and demonstrated that the spikes were consistent with usage of the heat pump. The Complainant denied that he or his roommate used the heater. The Technician noted a heat pump at 4 kW; 12 can of 65 Watt lighting in the kitchen; 5 older style fish tanks; Dryer at 5 kW. The assessment did not reveal any issues out of the ordinary.
- Complainant filed Informal Complaint Contact No. 385337 on March 16, 2016. The Commission's Consumer Affairs Branch ("CAB") closed the file on April, 21, 2016 after SDG&E explained to the CAB that it was in compliance with all tariffs, rules and regulations, and offered Mr. Kuhlman an energy audit of his home, retested his meter for accuracy, and ultimately changed his meter even though the previous meter was not faulty.

- On August 23, 2016 Complainant filed Formal Complaint C.16-08-013 with the CPUC.

II. SDG&E'S RESPONSE TO COMPLAINANT'S ALLEGATIONS:

It has been well established in Complaint proceedings that the Complainant shoulders the burden of proof during complaint proceedings. In the instant case, Complainant fails to meet his burden because he has not shown that SDG&E violated a tariff, Commission order, or rule. The allegations are that Complainant has been charged using a faulty meter, and that SDG&E has improperly billed Complainant to “make up” charges that were forgiven due to Complainant’s bankruptcy. These allegations are baseless. First, SDG&E conducted meter testing that demonstrated that the meter was functioning within acceptable accuracy limits as provided by Rule 18. Despite that there was no issue with the meter, SDG&E replaced the meter to try to satisfy Complainant. Complainant suggests that there was a problem with the meter because his bills are lower with his new meter, but the usage has been similar. Moreover, SDG&E performed an audit of Complainant’s energy usage and showed him that a heat pump was being used. This was energy usage about which Complainant was unaware.

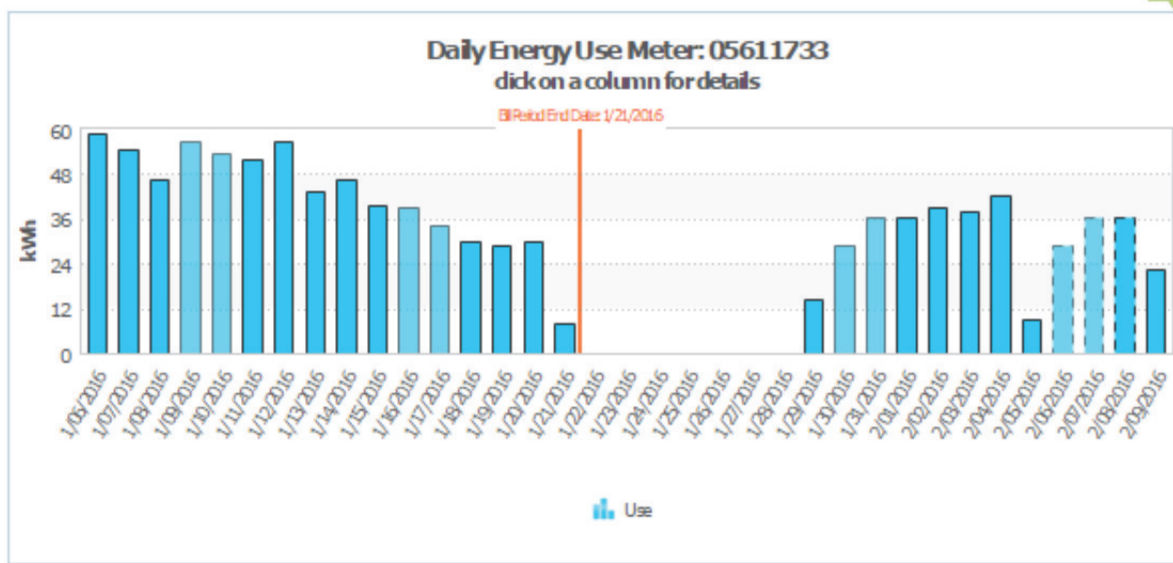
Second, SDG&E complied with the Complainant’s Bankruptcy Order by adjusting the discharge amounts for the periods identified in the order. As a result of the bankruptcy, SDG&E forgave Complainant from paying \$1,908.23 in charges he owed SDG&E. SDG&E has done nothing to “clawback” that amount or taken any other inappropriate action. When reestablishing Complainant’s account following the bankruptcy, his medical baseline status was initially not applied to his account. SDG&E rectified that by crediting \$667.71 to Complainant’s account. There has been no improper action by SDG&E to recoup money from Complainant. In short, Complainant has alleged no violation of any tariff provision or Commission law or order.

a. SDG&E's Meter Fell Within Acceptable Accuracy Limits As Required By Electric Tariffs Rule 18

SDG&E denies that Complainant's meter was faulty. SDG&E tested the Complainant's electric meter located at 4009 Ranchbrook Road, Fallbrook, CA 92018 and on February 2, 2016, the meter tested at 100.32% accuracy under full load. The meter test result places the meter's accuracy within Electric Rule 18's limit. Therefore, a malfunctioning meter was not the cause of Complainant's alleged "high" usage for an all-electric home. The Complainant requested the installation of a new meter which was tested and installed on February 5, 2016.

The Complainant also questions why once his service was disconnected for a period of 7 days, his charges for that billing period was \$344. The following is a graphic display of usage while service was disconnected. As noted in the chart below, Complainant's usage began to decrease around January 15, 2016. Service was interrupted for non-payment on January 21, 2016. A new meter was installed on February 5, 2016 and energy consumption slightly improved but was consistent with the usage during January 31, 2016 through February 4, 2016 timeframe prior to the installation of the new meter. Moreover, Complainant has since had the benefit of an energy audit that demonstrated usage of a heat pump, about which Complainant had been unaware.

Exhibit A – Graphic Display of Usage while Service was Disconnected



- b. Complainant states that after receiving his first new bill on August 24, 2015, the total amount of \$2,852.36 reflected on the bill was actually greater than what the bill was before his bankruptcy.**

SDG&E denies that SDG&E charged Complainant for the amounts forgiven in bankruptcy. As shown on Exhibit B – “Billing and Payment History on the Original Account”, SDG&E provides a detailed breakdown of the charges that were eliminated from the Complainant’s account in the amount of \$1,908.23. The account elimination period included charges from April 2, 2014 through June 23, 2015, as well as an unpaid balance of \$410.68 from a former address, in accordance with the bankruptcy order. Charges highlighted for the period 7/23/15 through 9/22/15 reflect adjustments that were not included in the bankruptcy charge off and therefore, were transferred to the new account.

Exhibit B – Billing and Payment History on Original Account

Date	Notes	Transaction Amount	Balance
02/16/16	Charge off to Bad Debt	0.00	1,908.23
09/23/15	Final Bill	15.60	1,908.23
09/22/15	Billing Adjustment-Not included in Bankruptcy – 7/22/15 Billing Period	-376.51	1,892.63
09/22/15	Billing Adjustment – Not included in Bankruptcy– 8/20/15 Billing Period	-453.22	2,269.14
09/15/15	Security Deposit Adjustment – Not included in Bankruptcy	-130	2,722.36
08/21/15	Adjusted for MB Billing Period – August 2015	453.22	2,852.36
07/23/15	Adjusted for MB Billing Period – July 2015	376.51	2,399.14
06/23/15	Billing Period – June 2015	221.63	2,022.63
05/22/15	Billing Period – May 2015	132.61	1,801.00
04/23/15	Billing Period – April 2015	87.52	1,668.39
03/24/15	Billing Period – March 2015	141.49	1,580.87
02/23/15	Billing Period – February 2015	132.68	1,439.38
01/22/15	Billing Period – January 2015	238.32	1,306.70
12/22/14	Billing Period – December 2014	118.31	1,068.38
11/20/14	Billing Period – November 2014	64.26	950.07
10/21/14	Billing Period – October 2014	31.60	885.81
09/22/14	Billing Period – September 2014	72.70	854.21
08/20/14	Billing Period – August 2014	45.99	781.51
08/02/14	Initial Adjustment DEP DNPMPT	130	735.52
07/22/14	Billing Period – July 2014	49.76	605.52
06/27/14	Collection Charge-Disconnection Notice	9.00	555.76
06/20/14	Billing Period – June 2014	65.25	546.76
06/19/14	Regular Payment	-57.39	481.51

05/21/14	Billing Period – May 2014	57.39	538.90
04/22/14	Billing Period – April 2014	65.83	481.51
04/08/14	Direct Transfer from Previous Account	410.68	415.68
04/03/14	E-SEC Charge – Change of Account	5.00	5.00

- c. **Complainant states that after the filing date of his bankruptcy of June 23, 2015, SDG&E would simply see him as a new client and will start an entirely new account.**

SDG&E started a new account for Complainant after his bankruptcy. As noted in the Billing and Payment History outlined in Exhibit C, SDG&E started a new account that included a starting balance of \$2026.90. The starting balance included charges in the amount of \$1,953.90 for the period June 23, 2015 through September 21, 2015 (without benefit of Medical Baseline allowance) plus a \$68.00 deposit installment plus \$5.00 Service Establishment Charge.

Exhibit C – Billing and Payment History on New Account No. 90192276167

Date	Notes	Transaction Amount	Balance
04/12/16	Regular Payment	-98.11	1,349.50
03/23/16	Billing Period - March 2016	98.11	1,447.61
03/07/16	Regular Payment	-118.43	1,349.50
02/23/16	Billing Period – February 2016	88.43	1,467.93
02/02/16	Regular Payment & MD	-1005.00	1,379.50
01/29/16	E-SEC Charge Same Day After	30.00	2,384.50
01/22/16	Billing Period - January 2016	344.93	2,354.50
12/22/15	Billing Period – December 2015	270.89	2,009.57
11/20/15	Billing Period – November 2015	203.59	1,738.68
10/21/15	Billing Period – October 2015	175.90	1,535.09
10/05/15	Corrected Charges w/ Medical Baseline Adj Consist of: \$360.82, \$453.22 & \$472.15	1286.19	1,359.19
10/05/15	Rebate Billing MB Adjustment	-1953.90	73.00
09/23/15	*Total New Starting Balance for charges below:		2,026.90
	*Balance Forward – Billing Period – 8/20/15 – 9/21/15	472.15	2026.90
	*Balance Forward – Billing Period – 7/22/15 – 8/20/15	817.23	1554.75
	*Balance Forward - Billing Period – 6/23/15 – 7/22/15	664.52	737.52
	Security Deposit Installment due	68.00	73.00
01/11/15	E-SEC Change of Account Charge	5.00	5.00

*Highlighted Balance amounts forwarded to new account reflects totals not included in the bankruptcy order and do not included Medical Baseline adjustments.

On October 5, 2015, SDG&E applied a rebate billing Medical Baseline adjustment to Complainant's account to reflect the Medical Baseline allowance adjustment. The correction resulted in a difference in the amount of \$667.71 which brought the total amount owed to \$1,359.19.

Rebate Billing Adjustment

Meter Read	kWh	Original Charge	Corrected Charge
07/22/2015	1810	\$664.52	\$360.82
08/20/2015	2179	\$817.23	\$453.22
09/21/2015	2300	\$472.15	\$472.15
Total		\$1953.90	\$1,286.19

Original Total	Corrected Total	Difference
\$1,953.90	\$1,286.19	\$667.71

III. CONCLUSION.

With respect to this Complaint, SDG&E at all times acted in accordance with Commission-approved rules and decisions along with its rights provided in SDG&E tariffs. After a complete review of the Complainant's account, SDG&E indicates that the Complainant's bills were not delayed, there was no faulty equipment used to measure the consumption, nor did the company manipulate the rates as suggested in this complaint. Therefore, SDG&E respectfully requests that this complaint be dismissed.

Dated at San Diego, California, this 26th day of September 2016.

Respectfully submitted,

SAN DIEGO GAS & ELECTRIC COMPANY

/s/ Aurora Carrillo

Aurora Carrillo

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VERIFICATION

I am an officer of San Diego Gas and Electric Company, the Defendant herein, and am authorized to make this verification on Defendant's behalf. The statements in the foregoing answer are true and accurate to the best of my knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 26, 2016 at San Diego, California.

By: /s/ Scott B. Crider
Scott B. Crider
Vice President – Customer Services